

## SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (the "Second Amendment") made and executed this 25<sup>th</sup> day of October, 2011, by and between Hadjin Associates, LLC, successor in interest of Harold M. Keshishian and James M. Keshishian (the "Landlord") and Montgomery County, Maryland, a body corporate and politic (the "Tenant"), (the Tenant and Landlord together the "Parties").

WHEREAS, Harold M. Keshishian and James M. Keshishian, entered into a Lease Agreement with the Tenant dated September 9, 1998 as amended by the First Amendment to Lease Dated June 20, 2008 (the "Lease") for the premises located at 832-836 Rockville Pike, Rockville, Maryland, 20852, for approximately 6,000 square feet (the "Leased Premises"); and

WHEREAS, Hadjin Associates, LLC, became successor in interest of Harold M. Keshishian and James M. Keshishian; and

WHEREAS, the Lease Term was set to expire on June 30, 2013; and

WHEREAS, the Parties desire to amend the Lease by extending the term of the Lease commencing from the date of this Second Amendment and ending June 30, 2023; and

WHEREAS, the Parties mutually desire to amend the terms and conditions of the Lease to reflect the extension of the Term.

NOW THEREFORE, in consideration of the above recitals, which are hereby incorporated into this Second Amendment as if fully set forth, and for the mutual promises herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS. Unless otherwise set forth in this Second Amendment to Lease, all capitalized terms shall have the same meanings as set forth in the Lease.

2. TERM. Paragraph 2 of the Lease is hereby amended by adding the following as a new paragraph:

"In lieu of the Extended Term as defined in the First Amendment to Lease which commenced July 1, 2008 and is set to expire on June 30, 2013, the "Second Extended Term" shall be defined as commencing from the date of this Second Amendment ("Effective Date") and ending June 30, 2023 upon the same terms and conditions as the Lease currently in effect, except as otherwise set forth below. There shall be no further option to extend the Lease Term beyond the Second Extended Term."

3. BASE RENT. In lieu of the Base Rent set forth in Paragraph 3 of the Lease and Paragraph 3 of the First Amendment to Lease, Paragraph 3 is hereby amended by deleting Paragraph A, in its entirety and adding the following in lieu thereof:

"A. (i) Commencing with the Effective Date of this Second Amendment to Lease through 6/30/2012, Base Rent is equal to Two Hundred Sixty Two Thousand Two Hundred and Sixty Dollars (\$262,260) per annum or Twenty One Thousand Eight Hundred and Fifty-Five Dollars (\$21,855) per month. Commencing with the Effective Date of this Second Amendment to Lease Landlord agrees to abate the first six (6) consecutive months of Base Rent during the Second Extended Term ("Rent Abatement").

(ii) Commencing 7/1/2012 through 6/30/2013, Base Rent is equal to Two Hundred Seventy Thousand One Hundred and Twenty Dollars (\$270,120) per annum or Twenty Two Thousand Five Hundred and Ten Dollars (\$22,510) per month.

(iii) Commencing 7/1/2013 through 6/30/2018, Base Rent is equal to Two Hundred Seventy Thousand Dollars (\$270,000) per annum or Twenty Two Thousand Five Hundred Dollars (\$22,500) per month.

(iv) Commencing 7/1/2018 through 6/30/2023, Base Rent is equal to Two Hundred Eighty Eight Thousand Dollars (\$288,000) per annum or Twenty Four Thousand Dollars (\$24,000) per month.

Tenant will pay said Base Rent at times specified to Hadjin Associates, LLC., 4507 Stanford Street, Chevy Chase, Maryland 20815, or at such other address as may be in the future be designated by Landlord.

4. MAINTENANCE OF THE LEASED PREMISES. The following shall be added as a new paragraph to Section 6 of the Lease:

"Tenant shall retain the Leased Premises in their as-is condition and there shall be no Leasehold Improvement Allowance provided for by the Landlord. The Tenant shall be responsible for funding any modifications that they would require for their Leased Premises from the Rent Abatement provided in Paragraph 3 above."

5. MAILING NOTICES. Paragraph 38 of the Lease is hereby amended by deleting the Landlord and Tenant's Address in its entirety and adding the following in lieu thereof:

"LANDLORD: Hadjin Associates, LLC  
4507 Stanford Street  
Chevy Chase, Maryland 20815

TENANT: Montgomery County, Maryland  
Department of General Services  
Office of Real Estate  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, Maryland 20850  
Attn: Director

With a copy, that does not constitute notice to:

Montgomery County, Maryland  
Office of the County Attorney  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, Maryland 20850  
Attn: County Attorney"

6. BROKER. Landlord represents and warrants to the County that the Landlord has not dealt with any broker, agent or finder in carrying on the negotiations relating to this Second Amendment, other than Jones Lang LaSalle Brokerage, Inc. Landlord agrees to pay all fees associated with the use of the Broker and the County is not to be held responsible for any Broker Fee due and owing to Jones Lang LaSalle Brokerage, Inc., or any other broker in connection with this Second Amendment.

7. Except as amended hereby, the terms and conditions of this Second Amendment the Lease shall remain in full force and effect and are hereby ratified and confirmed.

SIGNATURE PAGE FOLLOWS